

ENDORSEMENT

Policy Form 80260 8/99 CA is hereby amended as follows:

A. Cover Page, **NO RECOVERY FOR PRE-EXISTING CONDITIONS** — No benefits will be provided during the first 12 months of this Policy for any Pre-existing Condition.

B. The **DEFINITIONS** section is amended as follows:

1. The definition of Pre-existing Conditions is deleted and replaced by the following:
Pre-existing Conditions — Pre-existing Conditions means an Injury or Sickness for which you received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 12 months immediately prior to the effective date of coverage under this policy.

2. The definition of **Total Disability** is deleted and replaced by the following:
Total Disability — Total Disability means that as a result of sickness or injury You are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue Your Usual Occupation in the usual or customary way.

3. The following Definitions are added to the Policy:

Substantial and Material Acts — Substantial and Material Acts means acts that are normally required for the performance of Your Usual Occupation and cannot be reasonable omitted or modified.

Usual Occupation — Usual Occupation means any employment, business, trade or profession and the Substantial and Material Acts of the occupation You were regularly performing for Your employer when the disability began. Usual Occupation is not necessarily limited to the specific job You performed for Your employer.

C. The **GENERAL PROVISIONS** section is amended as follows:

1. The Reinstatement provision is deleted and replaced by the following:
Reinstatement— If you do not pay Your Premium by the end of the Grace Period, Your Policy is lapsed. If You want Your Policy in force again, You must apply for Reinstatement.

A subsequent acceptance of Premium by [REDACTED] or by any agent duly authorized by [REDACTED] to accept Premium without requiring in connection therewith an Application for Reinstatement shall reinstate the policy. However, if [REDACTED] requires an Application for Reinstatement and issues a conditional receipt for the Premium, the Policy will be reinstated upon approval of such Application from [REDACTED] or lacking such approval, upon the 45th day following the date of such conditional receipt, unless [REDACTED] has previously notified the Insured in writing of its disapproval of such Application.

When a Policy is reinstated, it covers only Injuries that are sustained after the date of Reinstatement and loss due to Sicknesses that may begin more than 10 days after the date of Reinstatement.

In all other respects the Insured shall have the same rights as before the Policy lapsed. Any Premium accepted in connection with a Reinstatement shall be applied to a period for which Premium has not been previously paid, but not to any period more than 60 days prior to the date of Reinstatement.

2. The Time Limit on Certain Defenses provision is deleted and replaced by the following:
Time Limit on Certain Defenses— After 12 months from the Date of Policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy can be used to void the policy or to deny a claim for loss incurred or disability commencing after the expiration of the 12 month period.

No claim incurred or disability commencing after 12 months from the Date of Policy shall be reduced or denied on the grounds that a disease or physical condition was caused by a Pre-existing Condition, unless the condition causing such claim is excluded from coverage by name or specific description.

3. Under Making a Claim Under Your Policy, The Claim Forms provision is deleted and replaced by the following:
Claim Forms — When You give [REDACTED] Notice of Claim, [REDACTED] will send You a Claim Form for completion. [REDACTED] will furnish the form within 15 days after receiving Your notice.

If [REDACTED] does not provide the proper form within 15 days You will be deemed to have complied with the requirements of this policy relating to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering occurrence, the character and the extent of the loss for which a claim is made.

Signed for [REDACTED] Insurance Company at its Home Office in [REDACTED], as of the Effective Date stated on the Schedule.

Secretary U

President